

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 25-Aug-2003		4. REQUISITION/PURCHASE REQ. NO. W58XUW-3133-5961		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896		CODE W58XUW		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA41-03-R-0012	
				X		9B. DATED (SEE ITEM 11) 04-Aug-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Multiple Award Task Order Contract for Construction Services, Kansas City District. 8(a) Competitive The solicitation is amended in accordance with the attached pages. Proposals are due 19 September 2003 by 4:00 pm.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: EMAIL:			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		25-Aug-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 03-Sep-2003 03:00 PM to 19-Sep-2003 04:00 PM.

The offeror acceptance period has increased by 275 from 90 to 365.

The number of offeror copies required has increased by 5 from 1 to 6.

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

SECTION 110

FACTOR 2. Corporate Experience Subfactor 2.b.

b. Subfactor 2.b, Civil Works Project Experience. A project of similar type, size and complexity is considered to be a construction contract for a Civil Works project for the US Army Corps of Engineers, other government agency or using Corps of Engineers or state criteria, in the approximate range of \$50,000 to \$3,000,000. **Civil Works normally covers road construction and repair work, construction of shower buildings, rest rooms, or small administration buildings, sanitary sewers, septic tank/lateral field systems, water supply and electric lines, water supply wells, roof repair and replacement, camp ground site work, and remodeling of existing buildings.**

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period.

(End of clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

(b) Weather conditions: Each offeror should satisfy himself before submitting his proposal as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local National Weather Service Office.

(c) Transportation facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearance, restriction, bridge load limits, and other limitations affecting transportation and ingress and egress at the job sites. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the job site. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

(End of clause)

(End of Summary of Changes)

The following items are applicable to this modification:

SPECIFICATIONS. Section 01010 is added. A copy of the section is attached.

SECTION 01010

SPECIAL CONTRACT REQUIREMENTS

1. **PURPOSE AND SCOPE.** The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide design and construction services for a broad range of military and civil works renovation and construction work, primarily for the Kansas City District, US Army Corps of Engineers, within the four-state region of Kansas, Missouri, Nebraska and Iowa. Projects from throughout the Northwestern Division, US Army Corps of Engineers, may also be awarded under this contract. As requirements develop, Requests for Proposals (RFPs) for Task Orders will be issued on a competitive or sole source basis, at the Government's option. Task Orders may be issued by the Kansas City District, the Omaha District or the Seattle District Contracting Office. The Kansas City District will administer the basic contracts. Orders will include primarily Military Construction (MILCON), Operations and Maintenance (O&M), or civil works projects involving a variety of trades. Other funds or project types, such as projects under the Support for Others program, may also be used under this contract. Award of competitive Task Orders will be based on either best value or lowest price, technically acceptable offer. Sole source orders will be negotiated to obtain a fair and reasonable price.

2. **PERIOD OF SERVICE.**

2.1 Day one of each contract is the date of signature by the Contracting Officer. The ordering period for each contract shall automatically end three calendar years later.

2.2 Maximum value of all work awarded under the MATOCs will be limited to \$30 million over the life of the contracts (shared by all contracts awarded under this solicitation). There will be a maximum of three contracts awarded. The minimum guaranteed amount is \$600,000 (shared by all contracts awarded under this solicitation). The minimum guaranteed amount may be met by award of a task order in an equivalent amount to one of the three contracts or split among the three contracts. The expiration or termination of the ordering period shall not affect any order issued during the effective period of these contracts. Only the Contracting Officer executing these contracts and the Successor Contracting Officer have the authority to modify the term and conditions of these contracts.

3. **ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS.**

3.1. Requests for Proposals. When the Government requires work under the MATOC, an RFP will be issued. The RFP will include information concerning the design requirements for design-build projects, statement of work, guide specifications, drawings, attachments, site visit information, evaluation criteria, and all submission requirements (e.g. proposal requirements, bid schedule, etc.). Bid bonds and performance and payment bonds shall be provided for all Task Orders.

3.2. Competition. It is anticipated that most, if not all, of the Task Orders will be awarded based on competition. Awardees will compete for projects amongst themselves, amongst all Kansas City District MATOCS or as otherwise outlined in the task order RFP. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this contract. In that event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

3.3. Competing for a Task Order. In determining eligibility to compete, the Contracting Officer will consider such factors as past performance on earlier Task Orders under the MATOC, full and open or 8(a) set-aside MATOCS, quality, timeliness, or other factors the Contracting Officer determines are relevant to award of a particular Task Order. It is expected that MATOC contractors shall submit proposals for all RFPs received. In the event a Contractor is unable to submit an offer in response to an RFP, the Contractor shall notify the Contracting Officer in writing.

3.4. Walk-throughs. Offeror's attendance at walk-throughs is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend walk-throughs may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future Task Orders. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-throughs or other pre-Task Order costs.

3.5. Proposal Contents. Depending upon the requirements of each Task Order, the Contractor will typically provide a technical proposal and a price proposal in response to an RFP. Contractors shall respond within the number of calendar days stated in the RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFP.

3.6. Contract Prices--Bidding Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders shall constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

3.7. Proposals and Final Proposal Revisions. Offerors shall specifically identify all deviations from the minimum RFP requirements in a cover letter in a section entitled Deviations. This requirement applies for all proposals, including the final proposal revision. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions.

3.8. Evaluation Method and Procedures. The Contracting Officer, in making decisions in award of any individual Task Order, will consider factors such as past performance on earlier Task Orders under the MATOC, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award of a particular Task Order. The primary technical and price factors will vary depending on the unique requirements for each Task Order. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFP will describe the criteria to be utilized in evaluating Task Order proposals.

3.9. Arithmetic Discrepancies in the Evaluation of Offers Submitted in Response to RFPs for Individual Task Orders.

a. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedules as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

b. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

c. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

3.10. Award Decision. Whenever possible, award will be made without discussions. If discussions are required, each MATOC contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range. Task Order award will be made based on either the best value to the Government or the lowest price, technically acceptable proposal as described in the RFP. The awarded Task Order will be firm fixed-price with a specific completion date. When Options are included in the Schedule, the Task Order will specify the number of days after award for exercising the Options.

3.11. Task Order Issuance. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic commerce. The Task Order becomes binding when the Contracting Officer

signs the Order. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds. Appropriate proof of insurance must be in place before work commences. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

3.12. Protests. In accordance with FAR 16.505(a) (7), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

3.13. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers (USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 441 G Street, NW, Washington, DC 20314-1000. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

3.14. Plans and Specifications. The Contractor will be provided one copy of the task order request for proposal (with pertinent specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as e-mail or CD ROM, at its option.

3.15 Procedures for 100% Designed Projects. An RFP will be issued requiring a contractor response consisting of a detailed cost estimate. Task Order negotiations will result in a firmfixed price award.

3.16 Procedures for Design-Build Projects. An RFP will be issued with a Statement of Work and Design Criteria. The RFP may also include the amount of funds available for design and construction. Task Order negotiations will result in a firm fixed price for design and construction. It is the Contractor's responsibility to design the project so that it can be built within the contract value. Failure to do so is at the Contractor's risk.

3.17 Alternative Bidding Methods. The government may choose to use alternative methods on selected task orders. For instance, the government may elect to award a design-build project in phases: site investigation/work plan first; design second; construction last. Alternative bidding methods will be outlined in detail in the applicable task order's request for proposal.

4. SOLE SOURCE ORDERS

All MATOC Contractors will be given a fair opportunity to bid on projects unless the Contracting Officer determines:

- a. an urgent need exists and seeking competition would result in unacceptable delay
- b. only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized
- c. a sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed (e.g. site adapt a competed design)

5. OPTION FOR INCREASED QUANTITY ON TASK ORDERS

5.1 The Government may elect to make certain tasks, as described in Task Order Statement of Work, Optional Items. In this case, the Government may increase the quantity of work awarded on individual Task Orders by exercising Optional Item(s) within the period specified in the Task Order.

5.2. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

6. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

6.1. Limitation On Payment For Design Services. If it should be necessary to terminate a Task Order which includes design, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate.

6.2. Design Reviews.

6.2.1. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The Contractor is responsible for submitting the number of copies to the addresses identified.

6.2.2. The time required by the Government to review submissions made during design or construction may vary with the Task Order. However, the Government will attempt to provide as expedited a review as is possible. The review periods, as established in the Task Order Schedule, are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods. Onboard reviews will be used to the maximum extent practicable.

6.2.3. The Contractor is responsible for incorporation of review comments as soon as possible and within the time scheduled in the Task Order.

7. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS. Any proposed (a) key personnel, (b) minimum qualifications for incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions. Substitutions on a one-time only basis for a specific Task Order may be granted by the Task Order Contracting Officer. However, any substitution that affects more than one Task Order shall be granted by the Kansas City District Contracting Officer that signed this contract or their successor.

8. GENERAL WAGE DECISIONS. Applicable Davis-Bacon wage rates will be identified for all Task Orders issued under this contract.

9. EVALUATION OF CONTRACTOR PERFORMANCE. In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$500,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. Additionally, an annual performance evaluation will be prepared.

10. SUBCONTRACTING. All questions and issues related to Subcontracting on the basic contract and all Task Orders shall be directed to the Kansas City District Deputy for Small Business, Mr. Arthur Saulsberry at (816) 983-3927; or by Email at arthur.e.saulsberry@usace.army.mil.

11. ORDER OF PRECEDENCE.

11.1 MATOC Basic Contract. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) representations and other instructions,
- (b) contract clauses,
- (c) other documents, exhibits, and attachments, (d) the specifications.

11.2 Design/Build Task Orders.

(a) The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The MATOC basic contract consists of

(1) the solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and

(2) the successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. Betterment is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.

(2) The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION)

(3) All other provisions of the accepted proposal including RFP Section 00010.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are deliverables under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

12. SHOP DRAWINGS AND SUBMITTALS. The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.